GRAIN RECEIPTS — MODIFICATIONS BY PAROL. — In Minnesota, Gen. St. 1894, §§ 7645–7651, if a bailor deliver grain to a bailee for storage, the bailee must give a written receipt for the grain, and that receipt then becomes negotiable like a bill of lading. In *Thompson* v. *Thompson*, on rehearing, 81 N. W. Rep. 543 (Minn.), a holder of a warehouse receipt made a parol agreement with the bailee which in effect relieved the bailee from the duty of insuring against fire, which he had been bound to do by the receipt. The grain was burned. The court held that the warehouseman could not show the later agreement to modify the receipt. They rest mainly on two grounds, — first, that the statute requires such a receipt to be in writing, and therefore all changes in it; second, that, in regard to the public nature of such contracts, it is necessary that they be in perfectly definite form for commercial purposes, — of negotiation, etc.

It is very hard to go along with the court. The statute required that a bailee of grain should give a written receipt, and then enacted that such receipts should be negotiable. In this case the holder of such a negotiable receipt agreed with the warehouseman that a different contract should be substituted for the one evidenced by the receipt. The substituted contract was partly oral; but why is it against the statute? When the Statute of Frauds requires certain agreements for sale to be in writing, a subsequent oral agreement cannot be substituted for a written agreement for such sales, because then in effect an oral sale would be the result. The court in effect say that their statutes in regard to grain receipts are like the Statute of Frauds; but that is very doubtful. The fair meaning of the statutes is that a bailor of grain may require a written receipt which will be negotiable, — not that a contract of bailment of grain is null without writing. Such a far-reaching statute as that — a second Statute of Frauds — could not have been intended. The principal case seems quite on all-fours with a case where the holder of a promissory note extends the time of payment. That subsequent agreement varies the specialty, yet it is undoubtedly a good contract for the payment of money. The Minnesota decision has succeeded in creating a mercantile specialty more iron-bound than a promissory note, and has found a Statute of Frauds in regard to bailments of grain which, it seems, was never intended.

ASSOCIATED PRESS AS A PUBLIC CALLING. — What calling is so far affected with a public interest that it may be the subject of regulation? The case of *Munn* v. *Illinois*, 94 U. S. 113, and its following seem to point to the doctrine that the courts will not set any limits to the legislative determination of what callings concern the public save the limits of reason. But it is a very different question how far the courts themselves may declare a calling public and subject to regulation like the common carriers. In the early history of the common law the king's judges interfered with a greater number of employments than do courts at present, but their interference was mainly along two lines, — first, in regard to monopolies; second, in regard to the trades connected with travel, with the carrier, the innkeeper, the smith. Then that power of the courts fell into disuse till the innkeeper and the common carrier held a unique position in the law. In the present century — because perhaps of the freedom of legislative regulation and the growth of new indus-